ing intoxicating liquors, and in an attempt to do so drank wood alcohol. The principal case is then to the effect that death from an attempt to use liquor in a specific case, is not death from the use, although such attempt was induced by the custom of using intoxicating liquors. It would seem that the *use* in bad faith of liquor is the object aimed at by such insurance contracts and not liquor itself. That taking intoxicating liquors in good faith for medicinal purposes does not vitiate the contract is established by *Aetna Life Ins. Co.* v. *Davey,* 123 U. S. 739, and *Knights of Pythias* v. *Allen,* 104 Tenn. 623. In the principal case, however, there was an attempt in bad faith to do an act contrary to the spirit of the insurance contract, and in some cases it might seem that the insured should be held responsible for the results. The principal case is probably correct however on the principle first cited above and because of the equitable grounds of estoppel due to the knowledge of the insurer that the insured drank.

INSURANCE—EFFECT OF CONDITION AGAINST LIABILITY—"IF INSURED DIE BY HIS OWN HAND, WHETHER SANE OR INSANE, WHETHER THE ACT BE VOLUNTARY OR INVOLUNTARY."—Plaintiff and deceased were originally members of "The Order of Lions" which later merged in defendant order. The defendant thereupon issued its guaranty certificate to pay as provided under the old certificate, but predicating its liability, among others, on this condition, "that the beneficiaries shall comply with all the laws, rules and regulations of the [defendant]." At the time the latter certificate was issued the constitution and laws of the defendant contained the following provision: "The death of a member by his own hands whether sane or insane, whether the act be voluntary or involuntary * * * is a risk not assumed by this order." Plaintiff sues as beneficiary to recover the insurance under the new certificate. *Held,* that the instructions of the lower court were erroneous in that they confined the jury to a question of suicide merely, and that the instructions should have been, "if the deceased came to his death by his own hand, whether sane or insane, whether the act producing death was voluntary or involuntary there can be no recovery." *Campbell* v. *Order of Washington,* (1909), — Wash. —, 102 Pac. 410.

The principal case being res nova in the Washington court, it was probably justified in coming to the conclusion that it did. However, in view of the decisions in other jurisdictions the dissent of CHADWICK, J., is entitled to consideration. Even if the condition referred to had not been in effect a subsequently added condition, and not assented to unless expressly called to the insured's attention, (*Cole* v. *Union Central Life Ins. Co.,* 22 Wash. 26; *Foster* v. *Pioneer Mut. Ins. Co.,* 37 Wash. 288); looking at the essential purpose of the insurance as suggested by Judge CHADWICK, plaintiff could scarcely be supposed to have made a contract which would practically prevent recovery for accidental death. Yet under the instructions approved by the majority opinion, a jury would be justified in finding a verdict for the insurer in such a case. That death by suicide, and nothing else is the occurrence that such conditions as are found in the principal case aim to except, would seem to be established by the following cases: life insurance is to

cover just such risks as taking poison by mistake, etc. *Edwards* v. *Travelers' Life Ins. Co.,* 20 Fed. 661; *Knights Templars and Masons' Life Indemnity Co.* v. *Crayton,* 110 Ill. App. 648, affirmed 209 Ill. 550; the phrase "if I die by my own hand, sane or insane, voluntary or involuntary" is an ordinary suicide clause not violated by an act done without suicidal intent, *Brignac* v. *Pac. Mut. Life Ins. Co.,* 112 La. 574, 66 L. R. A. 322; in construing the words sane or insane, voluntary or involuntary, the Court of Appeals of the District of Columbia says in effect, that words such as these seeking to avoid liability in case of suicide (raising no question that such is the purpose) are valid, and that the only question is, "was there suicide?" *Somerville* v. *Knights Templars' and Masons' Life Indemnity Ass'n.,* 11 App. D. C. 417. This would seem to support the instructions of the lower court in the principal case. It is difficult to see why *Keels* v. *Mut. Reserved Fund Life Ass'n.,* 29 Fed. 198, cited in the principal case is not good authority for them likewise. Although the Court says that it does not hold to the doctrine that such a clause would excuse from liability in every case where death occurs from accident, the question is "where will it draw the line?" Apparently it would lead to the result pointed out in the dissent that only death from old age or widely known sickness would prevent a forfeiture of the insurance. It would be a very plausible explanation of the words voluntary or involuntary, that they are by way of mere definition and amplification of the words sane or insane. The omission of any conjunction between the two groups of words seems to strengthen this position. And that construction should be given which will allow a recovery if possible. 1 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, p. 633, *Liverpool and London and Globe Ins. Co.* v. *Kearney,* 180 U. S. 132.

MANDATORY INJUNCTION—BURNING MINE.—A corporation leased a coal mine within the limits of a certain city. A fire was afterwards discovered to have been started in the mine by the previous lessee. The corporation after a year and a half of continuous effort and an expenditure of an amount of money equal to its entire capital stock was unable to check the spread of the fire. The city has done nothing to extinguish the fire, but claims that it is a nuisance as it threatens the lives and property of the adjacent owners, and seeks a mandatory injunction to compel the corporation to put out the fire. *Held,* that the corporation cannot be compelled to do more than it has done, and as the fire has reached the public enemy stage the municipality should itself abate the so-called nuisance. *McCabe et al.* v. *Watt et al.* (1909), — Pa. —, 75 Atl. 453, 455.

A mandatory injunction is an extreme remedy, and the circumstances of the case are thoroughly considered in determining whether it is the proper mode of redress. 2 STORY, EQ. JUR., Ed. 13, 262, §959a; 2 JOYCE, INJUNCTIONS, 1551, §1075. In cases of comparative injury, where the injury to the plaintiff is slight, the loss of a large amount of capital may stay the injunction. *Tuttle* v. *Church,* 53 Fed. 422; *Morris R. R. Co.* v. *Prudden,* 20 N. J. Eq. 530; *Jones* v. *Newark,* 11 N. J. Eq. 542; *Riedeman* v. *Mt. Morris etc. Co.,* 56 App. Div. 23. In *Bentley* v. *Empire Cement Co.,* 48 Misc. 457, 464, the defendant company